

**CITY OF EDGERTON  
FINANCE COMMITTEE MEETING  
EDGERTON CITY HALL, COUNCIL CHAMBERS  
12 ALBION STREET**

**Tuesday, September 3, 2024 at 6:30 p.m.**

**NOTICE:** The meeting noticed above will also be live streamed on a Zoom platform: To view the meeting, please select the link to the meeting listed on the **calendar events** on the City website's home page at [www.cityofedgerton.com](http://www.cityofedgerton.com). Due to occasional technical difficulties, citizen participation via Zoom may not be possible.

1. Call to order; Roll call
2. Confirmation of appropriate meeting notice posted on Friday, August 30, 2024.
3. Minutes:
  - a. Consider approval of minutes of August 19, 2024 Finance meeting.
4. Consider pay request #3 for BKS Excavating for the Albion St, Utility and Street Improvement Project.
5. Consider approval of bills and payroll vouchers.
6. Consider change order #1 for Arch Electric for Solar Installations.
7. Consider funding for computer back up services with Computer Know How.
8. Consider contract amendment for Clerk of Court fee.
9. Consider City of Edgerton Resolution 20-24: Resolution Authorizing the Issuance and Sale of up to \$1,273,440 Taxable General Obligation Water System Promissory Notes, Series 2024B, and Providing for Other Details and covenants with Respect Thereto.
10. Consider contract with Quarles & Brady for the Safe Drinking Water Loan for the replacement of public and private lead service lines.
11. Consider Financial Assistance Agreement for Project #4800-08. Lead Service Lateral Replacement Project.
12. Consider City of Edgerton Resolution 21-24: Resolution Authorizing the Issuance and Sale of up to \$330,882 General Obligation Water System Promissory Notes, Series 2024A, and Providing for Other Details and covenants with Respect Thereto.
13. Consider contract with Quarles & Brady for the Safe Drinking Water Loan for the Quigley Street Utility and Street Improvement Project.

14. Consider Financial Assistance Agreement for Project #4800-03, Quigley St Utility and Improvement Project.
15. Consider City of Edgerton Resolution 22-24: Amend Fee Schedule to add a Code Enforcement Reinspection Fee.
16. Finance Directors Report.
17. Adjourn.

Notice: If a person with a disability requires that the meeting be accessible or that materials at the meeting be in an accessible format, call the City Administrator's office at least 6 hours prior to the meeting to request adequate accommodations. Telephone: (608) 884-3341.

Notice is hereby given that a majority of the Common Council is expected to be present at the above scheduled noticed meeting to gather information about a subject over which they have decision-making responsibility. The only action to be taken at this meeting will be action by the Finance Committee.

**AUGUST 19, 2024 FINANCE COMMITTEE MEETING MINUTES  
CITY OF EDGERTON**

Tim Shaw called the meeting to order at 6:30 p.m.

Present: Tim Shaw, Shawn Prebil, and Candy Davis

Others Present: City Administrator Ramona Flanigan, Municipal Services Director Howard Moser, Library Director Beth Krebs-Smith, Police Chief Bob Kowalski, Mayor Christopher Lund, Alderpersons Michelle Crisanti and Jim Burdick, and citizens.

Flanigan confirmed the meeting agendas were properly posted on Friday, August 16, 2024 at the City Hall, Library, Post Office and the City's website.

**MINUTES:** A Candy Davis/Shawn Prebil motion to approve the minutes from the August 5, 2024 Finance meeting passed, all voted in favor.

**BILLS AND PAYROLL:** A Tim Shaw/Candy Davis motion to approve the bills and payroll in the amount of \$259,815.69 passed on a 3/0 roll call vote.

**EVENT PACKET FOR BASH FOR BRODY EVENT:** A Candy Davis/Shawn Prebil motion to approve the event packet for the Bash for Brody Event on August 24, 2024 passed on a 3/0 roll call vote.

Flanigan asked the event organizer if the local businesses have been notified of the street closure? Kathy Hessian stated she had contacted Sara's Health and Fitness and would contact any other businesses that would be affected.

Flanigan also asked where the city provided items, such as picnic tables and barricades, would be stored after the event. Hessian stated after the Edgerton Night Market they leave those items on the terrace along the street and the DPW picks them up on Monday. They plan on following the same procedure for this event.

Tim Shaw would like to discuss a policy regarding street closures for events. Chief Kowalski would like to have the Public Safety Committee involved in the discussion about these types of events.

**CEDAR CORP CONTRACT FOR GEAR DR, TOWER DR & ARTISAN DR RESURFACE PROJECT:** A Tim Shaw/Shawn Prebil motion to approve the contract for the design of Gear Dr, Tower Dr, and Artisan Dr resurfacing passed on a 3/0 roll call vote.

**FARM LEASES FOR LOT 7 IN BUSINESS PARK:** One of the proposals for a farm lease was not available at the time of the meeting. Tim Shaw felt the decision should be postponed until all the proposals were available.

A Tim Shaw/Shawn Prebil motion to postpone the consideration of the farm leases for lot #7 in the Business Park passed on a 3/0 roll call vote.

**RESOLUTION 19-24:** A Shawn Prebil/Candy Davis motion to approve City of Edgerton Resolution to Authorize an Application for the WEDC Idle Sites Program for 407 N Main St passed on a 3/0 roll call vote.

Being no other business before the Committee, a Candy Davis/Shawn Prebil motion to adjourn passed, all voted in favor.

Wendy Loveland

City Clerk

Adopted September 3, 2024



Report Criteria:

Detail report.  
Invoices with totals above \$0 included.  
Paid and unpaid invoices included.  
Invoice Detail.Input Date = 08/30/2024  
Invoice Detail.Voided = No

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
<b>10013100</b>							
2887 c	DELTA DENTAL OF WISCONSIN	2193337	SEPT 2024 DENTAL INSURANCE	08/30/2024	163.33	.00	
Total 10013100:					163.33	.00	
<b>10021532</b>							
13 ch	AFLAC	015886	MONTHLY AFLAC PREMIUM	08/30/2024	167.63	.00	
Total 10021532:					167.63	.00	
<b>10023100</b>							
5728 c	SALGADO NAJERA, ALEGANDR	AUG 2024	OVERPAYMENT - MUNI COURT	08/30/2024	986.00	.00	
Total 10023100:					986.00	.00	
<b>10023160</b>							
5079 c	DIAZ, ADELA	AUG 2024	RTP SHELTER DEPOSIT REFUND	08/30/2024	110.00	.00	
5574 c	BARTO, JAMES	AUG 2024	RTP SHELTER DEPOSIT REFUND	08/30/2024	110.00	.00	
5729 c	LEMANS CORPORATION	AUG 2024	RTP SHELTER DEPOSIT REFUND	08/30/2024	110.00	.00	
5730 c	TIDER SOCCER BOOSTER	AUG 2024	RTP SHELTER DEPOSIT REFUND	08/30/2024	110.00	.00	
Total 10023160:					440.00	.00	
<b>10044210</b>							
186 ch	DANE CO TREASURER	AUG 2024	AUG 2024 DOG TAGS	08/30/2024	55.00	.00	
604 ch	ROCK CO TREASURER	AUG 2024	DOG TAGS	08/30/2024	43.00	.00	
Total 10044210:					98.00	.00	
<b>10051200340</b>							
5731 c	KOEFFLER, KRISTIN	AUG 2024	SUBSTITUTE JUDGE SERVICES 8/14/24	08/30/2024	200.00	.00	
Total 10051200340:					200.00	.00	
<b>10051300210</b>							
2936 c	MURPHY DESMOND LAWYERS	8192023	CITY ATTORNEY RETAINER	08/30/2024	2,318.75	.00	
Total 10051300210:					2,318.75	.00	
<b>10051310210</b>							
2936 c	MURPHY DESMOND LAWYERS	8192019	SPECIAL LEGAL SERVICES	08/30/2024	1,031.52	.00	
Total 10051310210:					1,031.52	.00	
<b>10051320210</b>							
2936 c	MURPHY DESMOND LAWYERS	8192020	PROSECUTIONS- RETAINER	08/30/2024	700.00	.00	
2936 c	MURPHY DESMOND LAWYERS	8192021	PROSECUTIONS- HOURLY	08/30/2024	217.56	.00	
Total 10051320210:					917.56	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
<b>10051410153</b>							
2887 c	DELTA DENTAL OF WISCONSIN	2193337	SEPT 2024 DENTAL INSURANCE	08/30/2024	55.12	.00	
Total 10051410153:					55.12	.00	
<b>10051430153</b>							
2887 c	DELTA DENTAL OF WISCONSIN	2193337	SEPT 2024 DENTAL INSURANCE	08/30/2024	61.25	.00	
Total 10051430153:					61.25	.00	
<b>10051510153</b>							
2887 c	DELTA DENTAL OF WISCONSIN	2193337	SEPT 2024 DENTAL INSURANCE	08/30/2024	97.99	.00	
2887 c	DELTA DENTAL OF WISCONSIN	2193337	SEPT 2024 DENTAL INSURANCE	08/30/2024	61.25	.00	
Total 10051510153:					159.24	.00	
<b>10051600340</b>							
5470 c	GORDON FLESCH CO.	IN14802765	CITY HALL COPIER-METERED IMAGES	08/30/2024	64.61	.00	
Total 10051600340:					64.61	.00	
<b>10051930510</b>							
2209 c	BAER INSURANCE SERVICES I	8214	3 OF 4 QTRLY 24-25 LIABILITY	08/30/2024	1,192.32	.00	
Total 10051930510:					1,192.32	.00	
<b>10051930511</b>							
2209 c	BAER INSURANCE SERVICES I	8214	3 OF 4 QTRLY 24-25 WORKERS COMP	08/30/2024	67.34	.00	
Total 10051930511:					67.34	.00	
<b>10052100153</b>							
2887 c	DELTA DENTAL OF WISCONSIN	2193337	SEPT 2024 DENTAL INSURANCE	08/30/2024	122.49	.00	
Total 10052100153:					122.49	.00	
<b>10052100510</b>							
2209 c	BAER INSURANCE SERVICES I	8214	3 OF 4 QTRLY 24-25 LIABILITY	08/30/2024	1,101.66	.00	
Total 10052100510:					1,101.66	.00	
<b>10052100511</b>							
2209 c	BAER INSURANCE SERVICES I	8214	3 OF 4 QTRLY 24-25 WORKERS COMP	08/30/2024	16.83	.00	
2209 c	BAER INSURANCE SERVICES I	8214	3 OF 4 QTRLY 24-25 WORKERS COMP	08/30/2024	120.58	.00	
Total 10052100511:					137.41	.00	
<b>10052120153</b>							
2887 c	DELTA DENTAL OF WISCONSIN	2193337	SEPT 2024 DENTAL INSURANCE	08/30/2024	735.00	.00	
Total 10052120153:					735.00	.00	
<b>10052120510</b>							
2209 c	BAER INSURANCE SERVICES I	8214	3 OF 4 QTRLY 24-25 LIABILITY	08/30/2024	3,304.99	.00	
Total 10052120510:					3,304.99	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
<b>10052120511</b>							
2209 c	BAER INSURANCE SERVICES I	8214	3 OF 4 QTRLY 24-25 WORKERS COMP	08/30/2024	2,291.06	.00	
Total 10052120511:					2,291.06	.00	
<b>10052120514</b>							
2209 c	BAER INSURANCE SERVICES I	8214	3 OF 4 QTRLY 24-25 AUTO	08/30/2024	1,005.06	.00	
Total 10052120514:					1,005.06	.00	
<b>10052120810</b>							
5149 c	AVATEL TECHNOLOGIES, INC	78364	POLICE DEPT PHONES	08/30/2024	234.00	.00	
Total 10052120810:					234.00	.00	
<b>10052150340</b>							
2700 c	OFFICE PRO	697522-0	SHREDDING SERVICE - PD	08/30/2024	25.00	.00	
Total 10052150340:					25.00	.00	
<b>10052160511</b>							
2209 c	BAER INSURANCE SERVICES I	8214	3 OF 4 QTRLY 24-25 WORKERS COMP	08/30/2024	175.08	.00	
Total 10052160511:					175.08	.00	
<b>10053100153</b>							
2887 c	DELTA DENTAL OF WISCONSIN	2193337	SEPT 2024 DENTAL INSURANCE	08/30/2024	61.26	.00	
Total 10053100153:					61.26	.00	
<b>10053100510</b>							
2209 c	BAER INSURANCE SERVICES I	8214	3 OF 4 QTRLY 24-25 LIABILITY	08/30/2024	257.17	.00	
Total 10053100510:					257.17	.00	
<b>10053100511</b>							
2209 c	BAER INSURANCE SERVICES I	8214	3 OF 4 QTRLY 24-25 WORKERS COMP	08/30/2024	16.83	.00	
Total 10053100511:					16.83	.00	
<b>10053110210</b>							
3690 c	CEDAR CORPORATION	121157	PLAN COMMISSION- AVONDALE STORMWAT	08/30/2024	1,400.00	.00	
Total 10053110210:					1,400.00	.00	
<b>10053110212</b>							
3690 c	CEDAR CORPORATION	121159	WEST MEADOWS DEVELOPMENT	08/30/2024	1,302.50	.00	
Total 10053110212:					1,302.50	.00	
<b>10053230153</b>							
2887 c	DELTA DENTAL OF WISCONSIN	2193337	SEPT 2024 DENTAL INSURANCE	08/30/2024	245.10	.00	
Total 10053230153:					245.10	.00	
<b>10053230225</b>							
130 ch	US CELLULAR	0673519759	DPW CELL PHONE	08/30/2024	44.37	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
3534 c	CHARTER COMMUNICATIONS	010138408192	DPW GARAGE PHONE & INTERNET	08/30/2024	84.98	.00	
Total 10053230225:					129.35	.00	
<b>10053230340</b>							
3977 c	EDWARDSON PLUMBING	9049	DRINKING FOUNTAIN FILTER & LABOR- MUN	08/30/2024	154.43	.00	
Total 10053230340:					154.43	.00	
<b>10053230510</b>							
2209 c	BAER INSURANCE SERVICES I	8214	3 OF 4 QTRLY 24-25 LIABILITY	08/30/2024	257.17	.00	
Total 10053230510:					257.17	.00	
<b>10053230511</b>							
2209 c	BAER INSURANCE SERVICES I	8214	3 OF 4 QTRLY 24-25 WORKERS COMP	08/30/2024	350.16	.00	
Total 10053230511:					350.16	.00	
<b>10053240340</b>							
4701 c	CW MOWERS	056588	MOWER PART	08/30/2024	199.74	.00	
Total 10053240340:					199.74	.00	
<b>10053240510</b>							
2209 c	BAER INSURANCE SERVICES I	8214	3 OF 4 QTRLY 24-25 LIABILITY	08/30/2024	514.33	.00	
Total 10053240510:					514.33	.00	
<b>10053240511</b>							
2209 c	BAER INSURANCE SERVICES I	8214	3 OF 4 QTRLY 24-25 WORKERS COMP	08/30/2024	350.16	.00	
Total 10053240511:					350.16	.00	
<b>10053310330</b>							
784 ch	WI DEPT OF NATURAL RESOUR	370-00000370	CTMI GRADUATE WORKSHOP - MOSER	08/30/2024	125.00	.00	
Total 10053310330:					125.00	.00	
<b>10053310340</b>							
3392 c	JAY'S BIG ROLLS INC	2542467	POPOP TOWELS	08/30/2024	402.00	.00	
Total 10053310340:					402.00	.00	
<b>10053310510</b>							
2209 c	BAER INSURANCE SERVICES I	8214	3 OF 4 QTRLY 24-25 LIABILITY	08/30/2024	514.33	.00	
Total 10053310510:					514.33	.00	
<b>10053310511</b>							
2209 c	BAER INSURANCE SERVICES I	8214	3 OF 4 QTRLY 24-25 WORKERS COMP	08/30/2024	1,050.47	.00	
Total 10053310511:					1,050.47	.00	
<b>10053310514</b>							
2209 c	BAER INSURANCE SERVICES I	8214	3 OF 4 QTRLY 24-25 AUTO	08/30/2024	1,829.20	.00	



Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 10053310514:					1,829.20	.00	
<b>10053310820</b>							
4946 c	PIEPER POWER	PJ99018392	STREET LIGHTING WORK	08/30/2024	3,056.70	.00	
5734 c	TRI-COUNTY PAVING	243147-1	MILL AND OVERLAY- W ROLLIN, STOUGHTO	08/30/2024	156,319.35	.00	
5734 c	TRI-COUNTY PAVING	243147-2	MANHOLE ADJUSTMENT RINGS	08/30/2024	1,000.00	.00	
Total 10053310820:					160,376.05	.00	
<b>10053318510</b>							
2209 c	BAER INSURANCE SERVICES I	8214	3 OF 4 QTRLY 24-25 LIABILITY	08/30/2024	514.33	.00	
Total 10053318510:					514.33	.00	
<b>10053318511</b>							
2209 c	BAER INSURANCE SERVICES I	8214	3 OF 4 QTRLY 24-25 WORKERS COMP	08/30/2024	175.08	.00	
Total 10053318511:					175.08	.00	
<b>10053400510</b>							
2209 c	BAER INSURANCE SERVICES I	8214	3 OF 4 QTRLY 24-25 LIABILITY	08/30/2024	257.17	.00	
Total 10053400510:					257.17	.00	
<b>10053400511</b>							
2209 c	BAER INSURANCE SERVICES I	8214	3 OF 4 QTRLY 24-25 WORKERS COMP	08/30/2024	175.08	.00	
Total 10053400511:					175.08	.00	
<b>10053420221</b>							
21 ch	ALLIANT ENERGY	AUG 24 83307	AUG 24 833074 ELECTRIC CHARGES	08/30/2024	4,888.51	.00	
Total 10053420221:					4,888.51	.00	
<b>10053420340</b>							
4946 c	PIEPER POWER	PJ99018053	REMOVED AND REPLACED LIGHTING CONT	08/30/2024	526.00	.00	
Total 10053420340:					526.00	.00	
<b>10053430510</b>							
2209 c	BAER INSURANCE SERVICES I	8214	3 OF 4 QTRLY 24-25 LIABILITY	08/30/2024	257.17	.00	
Total 10053430510:					257.17	.00	
<b>10053640340</b>							
3846 c	HELENA CHEMICAL CO.	221700698	ROUNDUP, ZAAR	08/30/2024	596.10	.00	
Total 10053640340:					596.10	.00	
<b>10054910340</b>							
565 ch	MID-STATE EQUIPMENT	I56270	CEMETERY EQUIPMENT	08/30/2024	32.82	.00	
565 ch	MID-STATE EQUIPMENT	I56638	DRIVE SHAFT CREDIT	08/30/2024	3.85-	.00	
Total 10054910340:					28.97	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
<b>10054910510</b>							
2209 c	BAER INSURANCE SERVICES I	8214	3 OF 4 QTRLY 24-25 LIABILITY	08/30/2024	257.17	.00	
Total 10054910510:					257.17	.00	
<b>10054910511</b>							
2209 c	BAER INSURANCE SERVICES I	8214	3 OF 4 QTRLY 24-25 WORKERS COMP	08/30/2024	175.08	.00	
Total 10054910511:					175.08	.00	
<b>10054910514</b>							
2209 c	BAER INSURANCE SERVICES I	8214	3 OF 4 QTRLY 24-25 AUTO	08/30/2024	261.31	.00	
Total 10054910514:					261.31	.00	
<b>10055110153</b>							
2887 c	DELTA DENTAL OF WISCONSIN	2193337	SEPT 2024 DENTAL INSURANCE	08/30/2024	285.84	.00	
Total 10055110153:					285.84	.00	
<b>10055110240</b>							
5008 c	ENVISIONWARE	INV-US-71795	1 YEAR MAINTENANCE	08/30/2024	949.20	.00	
Total 10055110240:					949.20	.00	
<b>10055110321</b>							
899 ch	GALE CENGAGE LEARNING	84597449	BOOKS	08/30/2024	292.00	.00	
2078 c	TASTE OF HOME BOOKS	01021	TASTE OF HOME CHRISTMAS	08/30/2024	39.98	.00	
2433 c	AMAZON.COM LLC	114-9703458-6	BOOK	08/30/2024	11.09	.00	
Total 10055110321:					343.07	.00	
<b>10055110324</b>							
2504 c	MIDWEST TAPE LLC	505927710	DVDS	08/30/2024	53.23	.00	
Total 10055110324:					53.23	.00	
<b>10055110330</b>							
3762 c	UNIVERSITY OF WISCONSIN	614742	AI & LIBRARIES - ONLINE COURSES	08/30/2024	150.00	.00	
Total 10055110330:					150.00	.00	
<b>10055110340</b>							
923 ch	KWIK TRIP	090328	HISTORY HOP SUPPLIES	08/30/2024	39.48	.00	
2433 c	AMAZON.COM LLC	114-1302731-2	WHITEBOARD, PLIERS, TABLECLOTHES	08/30/2024	101.95	.00	
2433 c	AMAZON.COM LLC	114-4333114-2	FURNITURE WHEELS, USB CHARGING STAT	08/30/2024	124.83	.00	
2433 c	AMAZON.COM LLC	114-5585086-2	WASTEBASKET	08/30/2024	14.33	.00	
2433 c	AMAZON.COM LLC	114-9077331-8	HOT GLUE GUNS, LABELS	08/30/2024	76.51	.00	
4096 c	HORIZON DISTRIBUTORS, INC	S3646314.001	PAPER TOWEL, TOILET PAPER- LIBRARY	08/30/2024	323.98	.00	
Total 10055110340:					681.08	.00	
<b>10055110390</b>							
5733 c	SHECKEL, LARRY	AUG 2024	AMISH IN WI PRESENTATION - 9/4/24	08/30/2024	110.00	110.00	08/27/2024
Total 10055110390:					110.00	110.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
<b>10055110510</b>							
2209 c	BAER INSURANCE SERVICES I	8214	3 OF 4 QTRLY 24-25 LIABILITY	08/30/2024	210.41	.00	
Total 10055110510:					210.41	.00	
<b>10055110511</b>							
2209 c	BAER INSURANCE SERVICES I	8214	3 OF 4 QTRLY 24-25 WORKERS COMP	08/30/2024	43.85	.00	
Total 10055110511:					43.85	.00	
<b>10055200225</b>							
130 ch	US CELLULAR	0673519759	DPW CELL PHONE	08/30/2024	43.49	.00	
3534 c	CHARTER COMMUNICATIONS	170826801082	CITY POOL INTERENT	08/30/2024	99.99	.00	
Total 10055200225:					143.48	.00	
<b>10055200340</b>							
28 ch	AMERICAN AWARDS & PROMO	21045	BRONZE PLAQUE - BANUSHI	08/30/2024	265.98	.00	
5159 c	BADGERLAND DISPOSAL	0005243784	W LAWTON ST- HANDICAP PORTA POTTY	08/30/2024	106.70	.00	
5732 c	LON'S JON'S, LLC	1204	W LAWTON ST - HANDICAP PORTA POTTY	08/30/2024	50.00	.00	
Total 10055200340:					422.68	.00	
<b>10055200510</b>							
2209 c	BAER INSURANCE SERVICES I	8214	3 OF 4 QTRLY 24-25 LIABILITY	08/30/2024	1,028.67	.00	
Total 10055200510:					1,028.67	.00	
<b>10055200511</b>							
2209 c	BAER INSURANCE SERVICES I	8214	3 OF 4 QTRLY 24-25 WORKERS COMP	08/30/2024	367.67	.00	
Total 10055200511:					367.67	.00	
<b>10055200514</b>							
2209 c	BAER INSURANCE SERVICES I	8214	3 OF 4 QTRLY 24-25 AUTO	08/30/2024	261.31	.00	
Total 10055200514:					261.31	.00	
<b>10055200820</b>							
5596 c	TALLGRASS RESTORATION, LL	2032888	ECOLOGIAL MOWING - LORD ST POLLINATO	08/30/2024	485.00	.00	
Total 10055200820:					485.00	.00	
<b>10055415510</b>							
2209 c	BAER INSURANCE SERVICES I	8214	3 OF 4 QTRLY 24-25 LIABILITY	08/30/2024	257.17	.00	
Total 10055415510:					257.17	.00	
<b>10055415511</b>							
2209 c	BAER INSURANCE SERVICES I	8214	3 OF 4 QTRLY 24-25 WORKERS COMP	08/30/2024	105.05	.00	
Total 10055415511:					105.05	.00	
<b>10055420340</b>							
35 ch	AMERICAN RED CROSS	22715692	LIFEGUARD CLASS (5)	08/30/2024	230.00	.00	
484 ch	MIDWEST POOL SUPPLY	115171	BULK CHEMICALS FOR POOL	08/30/2024	680.00	.00	
3977 c	EDWARDSON PLUMBING	9047	DISCONNECT DRINKING FOUNTAIN - POOL	08/30/2024	85.00	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 10055420340:					995.00	.00	
<b>10055420510</b>							
2209 c	BAER INSURANCE SERVICES I	8214	3 OF 4 QTRLY 24-25 LIABILITY	08/30/2024	771.50	.00	
Total 10055420510:					771.50	.00	
<b>10055420511</b>							
2209 c	BAER INSURANCE SERVICES I	8214	3 OF 4 QTRLY 24-25 WORKERS COMP	08/30/2024	367.67	.00	
Total 10055420511:					367.67	.00	
<b>10056300153</b>							
2887 c	DELTA DENTAL OF WISCONSIN	2193337	SEPT 2024 DENTAL INSURANCE	08/30/2024	30.62	.00	
Total 10056300153:					30.62	.00	
<b>20653630510</b>							
2209 c	BAER INSURANCE SERVICES I	8214	3 OF 4 QTRLY 24-25 LIABILITY	08/30/2024	257.17	.00	
Total 20653630510:					257.17	.00	
<b>20653630511</b>							
2209 c	BAER INSURANCE SERVICES I	8214	3 OF 4 QTRLY 24-25 WORKERS COMP	08/30/2024	210.09	.00	
Total 20653630511:					210.09	.00	
<b>20653630514</b>							
2209 c	BAER INSURANCE SERVICES I	8214	3 OF 4 QTRLY 24-25 AUTO	08/30/2024	261.31	.00	
Total 20653630514:					261.31	.00	
<b>21057320820</b>							
2190 c	CITY OF EDGERTON	24-0099-53-22	ELECTRICAL/CONSTRUCTION PERMIT - CIT	08/30/2024	341.00	.00	
Total 21057320820:					341.00	.00	
<b>40057326820</b>							
5596 c	TALLGRASS RESTORATION, LL	2033391	CITY HALL PRAIRIE PLUGS- VISIT #2	08/30/2024	360.00	.00	
Total 40057326820:					360.00	.00	
<b>40057330820</b>							
3690 c	CEDAR CORPORATION	121160	QUIGLEY ST - STREET & UTILITY IMPROVE	08/30/2024	428.75	.00	
3690 c	CEDAR CORPORATION	121161	ALBION STREET- UTILITY & STREET IMPRO	08/30/2024	18,890.24	.00	
5474 c	BKS EXCAVATING, INC.	PAY REQ #3 A	ALBION ST- STREET & UTILITY IMPROVEME	08/30/2024	165,952.52	.00	
Total 40057330820:					185,271.51	.00	
<b>40057437820</b>							
4449 c	CHRISTMAS DONE BRIGHT	SO-095105	HOLIDAY DECORATIONS- OLSON	08/30/2024	2,250.53	.00	
Total 40057437820:					2,250.53	.00	
<b>40657125820</b>							
2591 c	LAND TITLE & CLOSING SERVI	523082887-7	210 W FULTON ST- EDGERTON OUTREACH	08/30/2024	119,636.07	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 40657125820:					119,636.07	.00	
<b>40957125820</b>							
5649 c	LAKE RIDGE BANK	SEPT 2024	IKI MANUFACTURING LOAN #4471526	08/30/2024	27,040.00	.00	
Total 40957125820:					27,040.00	.00	
<b>41057630820</b>							
2936 c	MURPHY DESMOND LAWYERS	8192022	TID 10	08/30/2024	647.50	.00	
Total 41057630820:					647.50	.00	
<b>41157726820</b>							
3690 c	CEDAR CORPORATION	121158	SHOE FACTORY REDEVELOPMENT	08/30/2024	1,868.99	.00	
3690 c	CEDAR CORPORATION	121164	407 N MAIN	08/30/2024	1,975.00	.00	
Total 41157726820:					3,843.99	.00	
<b>41257121820</b>							
2936 c	MURPHY DESMOND LAWYERS	8192019	SPECIAL LEGAL SERVICES	08/30/2024	119.73	.00	
Total 41257121820:					119.73	.00	
<b>41257630820</b>							
723 ch	VANDEWALLE & ASSOCIATES I	202408064	TID#12	08/30/2024	120.00	.00	
3690 c	CEDAR CORPORATION	121165	DENTIST OFFICE UTILITIES	08/30/2024	13,559.33	.00	
Total 41257630820:					13,679.33	.00	
<b>60380831340</b>							
96 ch	BJOIN LIMESTONE INC	103003	3" CLEAR LIMESTONE	08/30/2024	293.76	.00	
Total 60380831340:					293.76	.00	
<b>80024500</b>							
224 ch	EDGERTON FIRE PROT DIST	AUG 2024	2ND HALF OF TAX SETTLEMENT	08/30/2024	148,402.65	148,402.65	08/30/2024
Total 80024500:					148,402.65	148,402.65	
Grand Totals:					705,378.78	148,512.65	

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Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
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Grand Total General Fund Vouchers: \$705,378.78  
Total Payroll Check Date 8/23/2024: \$104,584.49  
GRAND TOTAL OF GENERAL FUND: \$809,963.27

Finance Committee Members Signatures of Approval:

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TIMOTHY SHAW

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CANDY DAVIS

---

SHAWN PREBIL

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Report Criteria:

- Detail report.
  - Invoices with totals above \$0 included.
  - Paid and unpaid invoices included.
  - Invoice Detail.Input Date = 08/30/2024
  - Invoice Detail.Voided = No
-

# Memo

**To:** Common Council  
**From:** Staff  
**Date:** 8/30/2024  
**Re:** Sept 3, 2024 Meeting

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**Funding for computer backup services:** The City's current computer backup services are suboptimal. Here is an explanation from our IT vendor, Computer Know How, about backups:

"Currently you are doing what is called a file-by-file backup. This backs up only the files that are selected to backup, it is not a full machine backup. This type of backup is done once a day. This new backup is a full image backup of each machine being protected. The backups are done each hour, backing up only the things that changed. The backups are stored in the cloud. This is a disaster recovery solution as well. In the event that the protected machine fails completely, we can spin up a virtual machine in the cloud, connect to it via VPN, and bring the failed machine back online very quickly. Then we fix or replace the failed machine and restore the backup, then shut down the virtual machine. You do not have this capability currently."

Computer Know How has provided a quote for the new backup system referred to above. The annual cost for backup services for the 4 servers (city hall and the police station) would be \$5,196. There are three PCs that are not on a network - 2 at the WWTP and one at water department. These computers have important data and records for utility operations that is currently not being backed up. The cost to backup these three computers is \$897 annually (this would be paid by the utilities).

Additionally, records retention laws obligate the city to retain emails for at least a year, or more in some cases. We do not currently have email backed up. The cost to back up our 34 email accounts is \$1,632 annually.

Staff asked an industry expert not affiliated with Computer Know How about the proposal for backup services and that expert thought the Computer Know How proposal is "reasonable".

**Arch Solar change order:** Included in your packet is a change order for the solar projects. The most significant change is for a service upgrade to the Police Station from single to three-phase power. Three-phase voltage systems are more versatile and can be easily scaled up to accommodate growing power needs without having to redesign the electrical infrastructure. The source of funding for this change order is ARPA.

**Safe Drinking Water Loan:** There are 6 items on the agenda related to water utility's Safe Drinking Water Loan for the Quigley Street and Lead Lateral projects. For each project there is an agreement with the DNR; a contract for bond counsel services with Quarles and Brady, and a bond resolution. The Utility Commission's plan for financing has included both of these borrowings. Interest rates for the lead lateral projects are 0.25% and are 2.365% for Quigley.

**Clerk of Court contract amendment:** The Clerk of Courts, Lori Irmen, is a contracted position. The Clerk is requesting a rate increase of \$100 month. The currently monthly rate of \$712 has not increased since 2009. The request is being made due to an increase in work load (see attached request and statistics). If the Committee agrees to the rate increase, it should indicate if the increase will be effective starting in September 2024 or in January 2025. Funding for an increase in 2024 could be covered by an increase in court fee revenue due to the increase in citations.

**Code Enforcement Reinspection fees:** Our code enforcement company informed us that many of their contracts with other communities include charges to property owners if a reinspection is required due to noncompliance with the violation order. For example, if the inspection following the deadline to correct a violation finds the owner in compliance, there is no charge to the property owner. But, if the violation is not addressed, the owner is charged for the reinspection costs until the violation is addressed. The provision would encourage compliance and provide a revenue source to cover some of the costs of the code enforcement contract. The proposed reinspection fees are: \$75 for the first reinspection and \$100 for each reinspection after that.

**WPPA contract amendment for lateral hires:** The WPPA has requested a policy change that improves benefits for officers with prior experience (referred to as lateral hires) in an effort to attract experienced officers. The proposed policy changes include the following:

- Limits the top starting pay scale to 5 years of service even if an officer has more than five years' experience. Current top pay step is 10 years.
- Grants 96 hours (equivalent to 1 year) of sick leave upon hire for officers with less than five years' experience and 192 hours for officers with more than five years' experience.
- Grants 1 week of vacation upon hire. No other changes are proposed to the vacation schedule.

Discussions are ongoing regarding the form of the agreement – whether it will be a contract amendment or a side letter MOU. If the Committee and Council approve the policy changes, authorization could be given to the Mayor to sign the final agreement.



Phone: 1.920.893.8388  
 Fax: 920.892.7807  
 www.archelec.com



Date: 08/26/24

## Request for Change Order

To: City of Edgerton  
 12 Albion St.  
 Edgerton, WI 53534

Job: 24COE-001  
 Change Order Designation: COR #1  
 Agreement Date: 4/15/2024

Contact: Ramona Flanigan  
 Prepared By: Harlan Ward

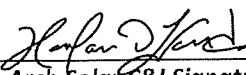
### Scope of Change Order

1. Police Station: Install qty-2 additional Boviet (BVM7612M-545-H-HC-BF-DG) 545W solar panels so that there are 2-arrays of 22-panels each. The 2-new panels to produce an additional 742.3 kWh starting in year-1. Please see attached documents for updated solar PV system performance.
2. Upgrade electrical service at Police Station to 3Ø 4W 120V/208V. Includes trenching from utility pole to facility, asphalt removal and patching, providing new CT Cabinet and Main Service Panel with new circuit breakers as required. Work also includes upgrading the Solar PV System inverter from 1Ø to 3Ø to match new electrical service.
3. Revise point of interconnection at DPW to be located inside an existing Junction Box in lieu of providing a bussed gutter/terminal box as per RFP response. Costs include credit for material and labor to install bussed gutter/terminal box.

Description	UOM	Quantity	Unit Price	TOTAL
Item #1 - Additional Panels at Police Station		2	\$960.88	\$1,921.75
Item #2 - Electrical Service Upgrade at Police Station		1	\$6,155.55	\$6,155.55
Item #3 - DPW Point of Interconnection		1	-\$1,050.00	-\$1,050.00

SUBTOTAL:	\$7,027.30
Allowable EPC Mark Up:	10%
Change Order Total:	\$7,730.04
Previous Contract Amount:	\$192,152.00
Total Prior Contract Adjustments:	\$0.00
Total New Contract Amount:	\$199,882.04

**\*NOT VAILID UNTIL SIGNED BY ARCH ELECTRIC AND CUSTOMER\***

  
 Arch Solar C&I Signature

Harlan Ward, Project Developer  
 Print Name and Title

08/26/24

Date

Customer Signature

Ramona Flanigan, City Administrator  
 Print Name and Title

Date

## Request for Compensation Increase

Lori Irmen <clerkofcourts@edgerton.wi.gov>

Wed 7/31/2024 10:48 AM

To: Ramona Flanigan <rflanigan@edgerton.wi.gov>

Cc: Jeffrey T Roethe <jtroethe@roethelaw.com>

Ramona -

I would like to request an increase in my compensation for clerk of court. There has been a substantial increase in caseload. Not only does this caseload increase affect the amount of time, it also increases the costs of supplies, such as paper, envelopes and especially printer toner.

For your information, here are the caseload numbers:

Edgerton

Through July 2024 - 235

2023 - 376

2022 - 389

2021 - 204

Fulton

Through July 2024 - 428

2023 - 258

2022 - 317

2021 - 204

I didn't include Albion because there are only a few and are a non-issue. The increase is mainly due to Fulton although Edgerton is on pace to surpass the last two years. I read in the newspaper that Fulton bought a second squad so it appears that the numbers will only increase if they have two squads running.

I am looking for \$100 per month. I am open to the compensation structure. It could be either be all salary or perhaps all a stipend for supplies - or a combination thereof. And I would be grateful if the compensation could start still this year but I know you have a budget to adhere to. Although I would hope that the increase in revenue from the additional caseload would help pay for the additional costs.

Please let me know if you have any questions or need any further information and thank you for your consideration.

Lori

RESOLUTION NO. 20-24

RESOLUTION AUTHORIZING THE ISSUANCE AND  
SALE OF UP TO \$1,273,440 TAXABLE GENERAL OBLIGATION WATER  
SYSTEM PROMISSORY NOTES, SERIES 2024B,  
AND PROVIDING FOR OTHER DETAILS AND COVENANTS  
WITH RESPECT THERETO

WHEREAS, the City of Edgerton, Rock and Dane Counties, Wisconsin (the "Municipality") owns and operates a water system (the "System") which is operated for a public purpose as a public utility by the Municipality; and

WHEREAS, certain improvements to the System, including the replacement of public and private lead service lines are necessary to meet the needs of the Municipality and the residents thereof, consisting of the construction of a project (the "Project") assigned Safe Drinking Water Loan Program Project No. 4800-08 by the Department of Natural Resources; and

WHEREAS, under the provisions of Section 67.12(12), Wisconsin Statutes, any municipality (as defined in Section 67.01(5), Wisconsin Statutes) may, by action of its governing body, issue promissory notes as evidence of indebtedness for any public purpose (as defined in Section 67.04(1)(b), Wisconsin Statutes) which promissory notes are general obligations of the municipality; and

WHEREAS, the Municipality deems it to be necessary, desirable and in its best interest to authorize and sell general obligation promissory notes of the Municipality, pursuant to the provisions of Section 67.12(12), Wisconsin Statutes, to pay the cost of the Project; and

WHEREAS, such notes are to be issued for purposes of Sections 281.58, 281.59, 281.60 or 281.61, Wisconsin Statutes; and

WHEREAS, due to certain provisions of the Internal Revenue Code of 1986, as amended, it is necessary to issue such notes on a taxable basis, and the State of Wisconsin Safe Drinking Water Loan Program has approved the issuance of such notes on a taxable basis; and

WHEREAS, the only outstanding general obligations of the Municipality are its General Obligation Refunding Bonds, dated December 27, 2012 and its General Obligation Promissory Note, dated April 12, 2022, currently outstanding in an aggregate principal amount not exceeding \$2,337,000 and the Municipality intends to issue \$330,882 General Obligation Water System Promissory Notes, Series 2024A concurrently with the notes being issued pursuant to this resolution.

NOW, THEREFORE, be it resolved by the Governing Body of the Municipality that:

Section 1. Definitions. The following terms shall have the following meanings in this Resolution unless the text expressly or by implication requires otherwise:

- (a) "Act" means Chapter 67, Wisconsin Statutes;
- (b) "Bond Registrar" means the Municipal Treasurer which shall act as Paying Agent for the Notes;
- (c) "Debt Service Fund" means the Debt Service Fund of the Municipality, which shall be the "debt service fund" as such term is defined in the Act;
- (d) "Financial Assistance Agreement" means the Financial Assistance Agreement by and between the State of Wisconsin by the Department of Natural Resources and the Department of Administration and the Municipality pursuant to which the Notes are to be issued and sold to the State, substantially in the form attached hereto and incorporated herein by this reference;
- (e) "Fiscal Year" means the twelve-month period ending on each December 31;
- (f) "Governing Body" means the Common Council, or such other body as may hereafter be the chief legislative body of the Municipality;
- (g) "Municipal Treasurer" means the Treasurer of the Municipality who shall act as Bond Registrar and Paying Agent;
- (h) "Municipality" means the City of Edgerton, Rock and Dane Counties, Wisconsin;
- (i) "Notes" means the \$1,273,440 Taxable General Obligation Water System Promissory Notes, Series 2024B, of the Municipality dated their date of issuance, authorized to be issued by this Resolution;
- (j) "Note Year" means the twelve-month period ending on each May 1;
- (k) "Project" means the Project described in the preamble to this Resolution. All elements of the Project are to be owned and operated by the Municipality as part of the System as described in the preamble hereto; and
- (l) "Record Date" means the close of business on the fifteenth day of the calendar month next preceding any principal or interest payment date.

Section 2. Authorization of the Notes and the Financial Assistance Agreement. For the purpose of paying the cost of the Project (including legal, fiscal, engineering and other expenses), there shall be borrowed on the full faith and credit of the Municipality up to the sum of \$1,273,440; and fully registered general obligation promissory notes of the Municipality are authorized to be issued in evidence thereof and sold to the State of Wisconsin Safe Drinking Water Loan Program in accordance with the terms and conditions of the Financial Assistance Agreement, which is incorporated herein by this reference and the Mayor and City Clerk of the Municipality are hereby authorized, by and on behalf of the Municipality, to execute the Financial Assistance Agreement.

Section 3. Terms of the Notes. The Notes shall be designated "Taxable General Obligation Water System Promissory Notes, Series 2024B" (the "Notes"); shall be dated their date of issuance; shall be numbered one and upward; shall bear interest at the rate of 0.250% per annum; shall be issued in denominations of \$0.01 or any integral multiple thereof; and shall mature on the dates and in the amounts as set forth in Exhibit B of the Financial Assistance Agreement and in the Note form attached hereto as Exhibit A as it is from time to time adjusted by the State of Wisconsin based upon the actual draws made by the Municipality. Interest on the Notes shall be payable commencing on May 1, 2025 and semiannually thereafter on May 1 and November 1 of each year. The Notes shall not be subject to redemption prior to maturity except as provided in the Financial Assistance Agreement.

Section 4. Form, Execution, Registration and Payment of the Notes. The Notes shall be issued as registered obligations in substantially the form attached hereto as Exhibit A and incorporated herein by this reference.

The Notes shall be executed in the name of the Municipality by the manual signatures of the Mayor and City Clerk, and shall be sealed with its official or corporate seal, if any.

The principal of, premium, if any, and interest on the Notes shall be paid by the Municipal Treasurer, who is hereby appointed as the Municipality's Bond Registrar.

Both the principal of and interest on the Notes shall be payable in lawful money of the United States of America by the Bond Registrar. Payment of principal of the final maturity on the Note will be payable upon presentation and surrender of the Note to the Bond Registrar. Payment of principal on the Note and each installment of interest shall be made to the registered owner of each Note who shall appear on the registration books of the Municipality, maintained by the Bond Registrar, on the Record Date and shall be paid by electronic transfer or by check or draft of the Municipality (as directed by the registered owner) and if by check or draft, mailed to such registered owner at his or its address as it appears on such registration books or at such other address may be furnished in writing by such registered owner to the Bond Registrar.

Section 5. Application of Note Proceeds; Borrowed Money Fund. The sale proceeds of the Notes (exclusive of accrued interest and any premium received, which shall be deposited in the Debt Service Fund) shall, forthwith upon receipt, be placed in and kept by the Treasurer as a separate fund to be known as the "Taxable General Obligation Water System Promissory Notes, Series 2024B, Borrowed Money Fund" (hereinafter referred to as the "Borrowed Money Fund"). Monies in the Borrowed Money Fund shall be used solely for the purposes for which borrowed or for transfer to the Debt Service Fund as provided by law. Moneys in the Borrowed Money Fund shall be disbursed within three (3) business days of their receipt from the State of Wisconsin and shall not be invested in any interest-bearing account.

Section 6. Tax Levy. (a) For the express purpose of paying interest on the Notes as it falls due and also to pay and discharge the principal thereof at maturity, the full faith, credit and taxing powers of the Municipality are hereby pledged and there is hereby levied upon all of the taxable property in the Municipality, in addition to all other taxes, a direct, annual irrevocable

tax in an amount and at the times sufficient for that purpose. This tax shall be for the years 2024 through 2033, inclusive, and shall be in such amounts as are necessary to provide for payment of the principal of and interest on the Notes in 2025 through 2034, inclusive, when due.

Assuming the entire principal amount of the Notes is drawn as of the closing date, this tax will be in the following amounts:

<u>Levy Year</u>	<u>Amount</u>
2025	\$129,262.50
2026	128,943.74
2027	128,943.35
2028	128,942.97
2029	128,942.57
2030	128,942.16
2031	128,941.76
2032	128,941.37
2033	128,940.96
2034	128,940.56

The actual tax carried onto the tax rolls each year shall equal the amount necessary to repay the actual principal amount drawn under the Notes, and any interest thereon, when due.

(b) The Municipality shall be and continue without power to repeal such levy or obstruct the collection of said tax until all such payments have been made or provided for. After the issuance of the Notes, said tax shall be, from year to year, carried into the tax rolls of the Municipality and collected as other taxes are collected, provided that the amount of tax carried into said tax rolls may be reduced in any year by the amount of any surplus money in the Debt Service Fund created in Section 7 hereof.

(c) If at any time there shall be on hand insufficient funds from the aforesaid tax levy to meet principal and/or interest payments on said Notes when due, the requisite amounts shall be paid from other funds of the Municipality then available, which sums shall be replaced upon the collection of the taxes herein levied.

Section 7. Debt Service Fund. The proceeds of the taxes levied pursuant to Section 6 above, when collected by the Municipal Treasurer, and such further deposits as may be required by Section 67.11, Wisconsin Statutes, shall be placed and kept by the Municipal Treasurer as a separate fund irrevocably pledged for paying the principal of and interest on the Notes so long as any such Notes shall remain outstanding, to be known as the "Taxable General Obligation Water System Promissory Notes, Series 2024B Debt Service Fund" (hereinafter referred to as "Debt Service Fund"). The accrued interest and any premium received at the time of delivery of the Notes shall be paid into the Debt Service Fund. Interest on or principal of the Notes falling due at any time when there shall be on hand in the Debt Service Fund insufficient funds for the payment of such principal and interest shall be paid promptly when due from other funds of the Municipality.

Section 8. Deposits and Investments. The Debt Service Fund shall be kept apart from monies in the other funds and accounts of the Municipality and the same shall be used for no purpose other than the prompt payment of principal of and interest on the Notes as the same becomes due and payable. All monies therein shall be deposited in special and segregated accounts in a public depository selected under Chapter 34 of the Wisconsin Statutes and may be temporarily invested until needed in legal investments subject to the provisions of Section 66.0603(1m) and 67.10(3), Wisconsin Statutes. All income derived from such investments shall be regarded as revenues of the Municipality.

Section 9. Operation of Project; Municipality Covenants. It is covenanted and agreed by the Municipality with the owner or owners of the Notes, and each of them, that the Municipality will perform all of the obligations of the Municipality as set forth in the Financial Assistance Agreement.

Section 10. Sale of Notes. The sale of the Notes to the State of Wisconsin Safe Drinking Water Loan Program for the purchase price of up to \$1,273,440 and at par, is ratified and confirmed; and the officers of the Municipality are authorized and directed to do any and all acts, including executing the Financial Assistance Agreement and the Notes as hereinabove provided, necessary to conclude delivery of the Notes to said purchaser, as soon after adoption of this Resolution as is convenient. The purchase price for the Notes shall be paid upon requisition therefor as provided in the Financial Assistance Agreement, and the officers of the Municipality are authorized to prepare and submit to the State requisitions and disbursement requests in anticipation of the execution of the Financial Assistance Agreement and the issuance of the Notes.

Section 11. Amendment to Resolution. After the issuance of any of the Notes, no change or alteration of any kind in the provisions of this Resolution may be made until all of the Notes have been paid in full as to both principal and interest, or discharged as herein provided, except: (a) the Municipality may, from time to time, amend this Resolution without the consent of any of the owners of the Notes, but only to cure any ambiguity, administrative conflict, formal defect, or omission or procedural inconsistency of this Resolution; and (b) this Resolution may be amended, in any respect, with a written consent of the owners of not less than two-thirds (2/3) of the principal amount of the Notes then outstanding, exclusive of Notes held by the Municipality; provided, however, that no amendment shall permit any change in the pledge of tax revenues of the Municipality or the maturity of any Note issued hereunder, or a reduction in the rate of interest on any Note, or in the amount of the principal obligation thereof, or in the amount of the redemption premium payable in the case of redemption thereof, or change the terms upon which the Notes may be redeemed or make any other modification in the terms of the payment of such principal or interest without the written consent of the owner of each such Note to which the change is applicable.

Section 12. Resolution a Contract. The provisions of this Resolution shall constitute a contract between the Municipality and the owner or owners of the Notes, and after issuance of any of the Notes no change or alteration of any kind in the provisions of this Resolution may be made, except as provided in Section 11, until all of the Notes have been paid in full as to both

principal and interest. The owner or owners of any of the Notes shall have the right in addition to all other rights, by mandamus or other suit or action in any court of competent jurisdiction, to enforce such owner's or owners' rights against the Municipality, the Governing Body thereof, and any and all officers and agents thereof including, but without limitation, the right to require the Municipality, its Governing Body and any other authorized body, to take any and all actions necessary to carry out all of the provisions and agreements contained in this Resolution.

Section 13. Requirements of Municipality. The officers of the Municipality, staff of the Municipality, attorneys for the Municipality, financial consultants of the Municipality, or other agents or employees of the Municipality are hereby authorized to do all acts and things required of them by this Resolution for the full, punctual and complete performance of all of the provisions of this Resolution.

Section 14. Illegal or Invalid Provisions. In case any one or more of the provisions of this Resolution or any of the Notes shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provision of this Resolution or of the Notes.

Section 15. Continuing Disclosure. The officers of the Municipality are hereby authorized and directed, if requested by the State of Wisconsin, to provide to the State of Wisconsin Safe Drinking Water Loan Program and to such other persons or entities as directed by the State of Wisconsin such ongoing disclosure regarding the Municipality's financial condition and other matters, at such times and in such manner as the Safe Drinking Water Loan Program may require, in order that securities issued by the Municipality and the State of Wisconsin satisfy rules and regulations promulgated by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended and as it may be amended from time to time, imposed on brokers and dealers of municipal securities before the brokers and dealers may buy, sell, or recommend the purchase of such securities.



Section 16. Conflicting Resolutions. All ordinances, resolutions, or orders, or parts thereof heretofore enacted, adopted or entered, in conflict with the provisions of this Resolution, are hereby repealed and this Resolution shall be in effect from and after its passage.

Passed: September 3, 2024  
Approved: September 3, 2024

Motion by:  
Seconded by:  
Roll Call Yeas: Noes:  
Dated: September 3, 2024

\_\_\_\_\_  
Christopher W. Lund  
Mayor

Attest: \_\_\_\_\_  
Wendy Loveland  
City Clerk

EXHIBIT A

(Form of Municipal Obligation)

REGISTERED  
NO. \_\_\_\_\_

UNITED STATES OF AMERICA  
STATE OF WISCONSIN  
ROCK AND DANE COUNTIES  
CITY OF EDGERTON

REGISTERED  
\$ \_\_\_\_\_

TAXABLE GENERAL OBLIGATION WATER SYSTEM PROMISSORY NOTE,  
SERIES 2024B

Final  
Maturity Date

May 1, 2034

Date of  
Original Issue

\_\_\_\_\_, 20\_\_

REGISTERED OWNER: STATE OF WISCONSIN SAFE DRINKING WATER LOAN  
PROGRAM

FOR VALUE RECEIVED the City of Edgerton, Rock and Dane Counties, Wisconsin (the "Municipality") hereby acknowledges itself to owe and promises to pay to the registered owner shown above, or registered assigns, the principal sum of an amount not to exceed \_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_) (but only so much as shall have been drawn hereunder, as provided below) on May 1 of each year commencing May 1, 2025 until the final maturity date written above, together with interest thereon (but only on amounts as shall have been drawn hereunder, as provided below) from the dates the amounts are drawn hereunder or the most recent payment date to which interest has been paid, at the rate of 0.250% per annum, calculated on the basis of a 360-day year made up of twelve 30-day months, such interest being payable on the first days of May and November of each year, with the first interest being payable on May 1, 2025.

The principal amount evidenced by this Note may be drawn upon by the Municipality in accordance with the Financial Assistance Agreement entered by and between the Municipality and the State of Wisconsin by the Department of Natural Resources and the Department of Administration including capitalized interest transferred (if any). The principal amounts so drawn shall be repaid in installments on May 1 of each year commencing on May 1, 2025 in an amount equal to an amount which when amortized over the remaining term of this Note plus current payments of interest (but only on amounts drawn hereunder) at Zero and 250/1000ths percent (0.250%) per annum shall result in equal annual payments of the total of principal and the semiannual payments of interest. The State of Wisconsin Department of Administration shall record such draws and corresponding principal repayment schedule on a cumulative basis in the format shown on the attached Schedule A.

Both principal and interest hereon are hereby made payable to the registered owner in lawful money of the United States of America. On the final maturity date, principal of this Note shall be payable only upon presentation and surrender of this Note at the office of the Municipal Treasurer. Principal hereof and interest hereon shall be payable by electronic transfer or by check or draft dated on or before the applicable payment date (as directed by the registered owner) and if by check or draft, mailed from the office of the Municipal Treasurer to the person in whose name this Note is registered at the close of business on the fifteenth day of the calendar month next preceding such interest payment date.

This Note shall not be redeemable prior to its maturity, except with the consent of the registered owner.

This Note is transferable only upon the books of the Municipality kept for that purpose at the office of the Municipal Treasurer, by the registered owner in person or its duly authorized attorney, upon surrender of this Note, together with a written instrument of transfer (which may be endorsed hereon) satisfactory to the Municipal Treasurer, duly executed by the registered owner or its duly authorized attorney. Thereupon a replacement Note shall be issued to the transferee in exchange therefor. The Municipality may deem and treat the person in whose name this Note is registered as the absolute owner hereof for the purpose of receiving payment of or on account of the principal or interest hereof and for all other purposes. This Note is issuable solely as a negotiable, fully-registered note, without coupons, and in denominations of \$0.01 or any integral multiple thereof.

This Note is issued for the purpose of providing for the payment of the cost of constructing improvements to the Water System of the Municipality, including the replacement of public and private lead service lines, pursuant to Article XI, Section 3, of the Wisconsin Constitution, Section 67.12(12), Wisconsin Statutes, and a resolution adopted September 3, 2024, and entitled: "Resolution Authorizing the Issuance and Sale of Up to \$1,273,440 Taxable General Obligation Water System Promissory Notes, Series 2024B, and Providing for Other Details and Covenants With Respect Thereto". The principal of and interest on this Note are payable in lawful money of the United States of America as aforesaid, and for the prompt payment of the principal and interest on this Note, and for the levy of taxes sufficient for that purpose, the full faith, credit and resources of the Municipality are hereby irrevocably pledged.

It is hereby certified, recited and declared that all acts, conditions and things required to exist, happen, and be performed precedent to and in the issuance of this Note have existed, have happened and have been performed in due time, form and manner as required by law; that the indebtedness of the Municipality, including this Note and the issue of which it is a part, does not exceed any limitation, general or special, imposed by law; and that a valid, direct, annual irrevocable tax has been levied by the Municipality sufficient to pay the interest on this Note when it falls due and also to pay and discharge the principal hereof at maturity.

IN WITNESS WHEREOF, the Municipality has caused this Note to be signed by the signatures of its Mayor and City Clerk, and its corporate seal to be impressed hereon, all as of the date of original issue specified above.

CITY OF EDGERTON, WISCONSIN

(SEAL)

By: \_\_\_\_\_  
Christopher W. Lund  
Mayor

By: \_\_\_\_\_  
Wendy Loveland  
City Clerk

COPY

(Form of Assignment)

FOR VALUE RECEIVED the undersigned hereby sells, assigns and transfers unto

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(Please print or typewrite name and address, including zip code, of Assignee)

Please insert Social Security or other identifying number of Assignee

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the within Note and all rights thereunder, hereby irrevocably constituting and appointing

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Attorney to transfer said Note on the books kept for the registration thereof with full power of substitution in the premises.

Dated: \_\_\_\_\_

NOTICE: The signature of this assignment must correspond with the name as it appears upon the face of the within Note in every particular, without alteration or enlargement or any change whatever.

Signature(s) guaranteed by

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SCHEDULE A (continued)

PRINCIPAL REPAYMENT SCHEDULE

<u>Date</u>	<u>Amount</u>
May 1, 2025	\$125,917.94
May 1, 2026	126,232.73
May 1, 2027	126,548.31
May 1, 2028	126,864.69
May 1, 2029	127,181.85
May 1, 2030	127,499.80
May 1, 2031	127,818.55
May 1, 2032	128,138.10
May 1, 2033	128,458.44
May 1, 2034	128,779.59



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Denver  
Indianapolis  
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Minneapolis  
Naples  
Phoenix  
St. Louis  
San Diego  
Tampa  
Tucson  
Washington, D.C.

August 15, 2024

VIA EMAIL

Ms. Wendy Loveland  
City Clerk  
City of Edgerton  
12 Albion Street  
Edgerton, WI 53534

Scope of Engagement Re: Proposed Issuance of \$1,273,440 City of Edgerton (the "City") Taxable General Obligation Water System Promissory Notes, Series 2024B (Safe Drinking Water Loan)

Dear Ms. Loveland:

We are pleased to be working with you again as the City's bond counsel.

The purpose of this letter is to set forth the role we propose to serve and responsibilities we propose to assume as bond counsel in connection with the issuance of the above-referenced Notes (the "Securities") by the City.

Role of Bond Counsel

Bond counsel is engaged as a recognized independent expert whose primary responsibility is to render an objective legal opinion with respect to the authorization and issuance of municipal obligations. As bond counsel we will: examine applicable law; prepare authorizing and closing documents; consult with the parties to the transaction, including the City's financial advisor (if any), prior to the issuance of the Securities; review certified proceedings; and undertake such additional duties as we deem necessary to render the opinion. As bond counsel, we do not advocate the interests of the City or any other party to the transaction. We assume that the parties to the transaction will retain such counsel as they deem necessary and appropriate to represent their interests in this transaction.

Subject to the completion of proceedings to our satisfaction, we will render our opinion that:

- 1) the Securities are valid and binding general obligations of the City;

QB91657955.1



- 2) all taxable property in the territory of the City is subject to ad valorem taxation without limitation as to rate or amount to pay the Securities; and
- 3) the interest paid on the Securities will be included in gross income for federal income tax purposes.

The opinion will be executed and delivered by us in written form on the date the Securities are exchanged for their purchase price (the "Closing") and will be based on facts and law existing as of its date. Upon delivery of the opinion, our responsibilities as bond counsel will be concluded with respect to this financing; specifically, but without implied limitation, we do not undertake (unless separately engaged) to provide any post-closing compliance services including any assistance with the City's continuing disclosure commitment, ongoing advice to the City or any other party, or participating in an Internal Revenue Service, Securities Exchange Commission or other regulatory body survey or investigation regarding or audit of the Securities.

In rendering the opinion, we will rely upon the certified proceedings and other certifications of public officials and other persons furnished to us without undertaking to verify the same by independent investigation.

The services we will provide under this engagement are strictly limited to legal services. We are neither qualified nor engaged to provide financial advice and we will make no representation about the desirability of the proposed plan of finance, the feasibility of the projects financed or refinanced by the Securities, or any related matters.

#### Diversity of Practice; Consent to Unrelated Engagements

Because of the diversity of practice of our firm, the firm may be asked to represent other clients in matters adverse to the City, for example, in zoning, licensing, land division, real estate, property tax or other matters which are unrelated to our bond counsel work. Ethical requirements require that we obtain the City's consent to such representations. We do not represent you in legal matters regularly, although we may be called upon for special representation occasionally, and our bond counsel work does not usually provide us information that will be disadvantageous to you in other representations. We do not believe that such representations of others would adversely affect our relationship with you, and we have found that local governments generally are agreeable to the type of unrelated representation described above. Your approval of this letter will serve to confirm that the City consents and agrees to our representation of other present or future clients in matters adverse to the City which are not substantially related to the borrowing and finance area or any other area in which we have agreed to serve it. We agree, however, that your prospective consent to conflicting representation contained in this paragraph shall not apply in any instance where, as a result of our representation of the City, we have obtained proprietary or other confidential information, that, if known to the other client, could be used by that client to your material disadvantage. We will not disclose to the other client(s) any confidential information received during the course of our representation of the City. If you have any questions or would like to discuss this consent further, please call us.

We also want to advise you that from time to time we represent the purchaser of the Bonds, the State of Wisconsin, and various departments and agencies of the State (collectively, the "State") or other bond market participants such as the City's financial advisor, if any. In past and current transactions that are not related to the issuance of the Bonds and our role as bond counsel to the City, we may have served or be serving as bond counsel or other counsel to the State or the City's financial advisor. We may also be asked to represent the State or the City's financial advisor in future transactions that are not related to the issuance of the Bonds or our role as bond counsel to the City. We would like to have an understanding with you that the City consents to our firm undertaking representations of this type.

As bond counsel, we will not assume or undertake responsibility for the preparation of an Official Statement or other disclosure document with respect to the Bonds, nor are we responsible for performing an independent investigation to determine the accuracy, completeness or sufficiency of any such document. However, if a disclosure document is prepared and adopted or approved by the City, we will either prepare or review any description therein of:

- i) Wisconsin and federal law pertinent to the validity of the Bonds and the tax treatment of interest paid thereon and
- (ii) our opinion.

#### Fees

Based upon: (i) our current understanding of the terms, structure, size and schedule of the financing, (ii) the duties we will undertake pursuant to this letter, (iii) the time we anticipate devoting to the financing, and (iv) the responsibilities we assume, we estimate that our fee as bond counsel would be approximately \$10,200 including all expenses. Such fee and expenses may vary: (i) if the principal amount of Securities actually issued differs significantly from the amount stated above, (ii) if material changes in the structure of the financing occur, or (iii) if unusual or unforeseen circumstances arise which require a significant increase in our time, expenses or responsibility. If at any time we believe that circumstances require an adjustment of our original fee estimate, we will consult with you. It is our understanding that the City is responsible for our fee.

If, for any reason, the financing is not consummated or is completed without the rendition of our opinion as bond counsel, we will expect to be compensated at our normal hourly rates for time actually spent, plus out-of-pocket expenses. Our fee is usually paid either at the Closing out of proceeds of the Securities or pursuant to a statement rendered shortly thereafter. We customarily do not submit any statement until the Closing unless there is a substantial delay in completing the financing.

#### Limited Liability Partnership

Our firm is a limited liability partnership ("LLP"). Because we are an LLP, no partner of the firm has personal liability for any debts or liabilities of the firm except as otherwise required by law, and except that each partner can be personally liable for his or her own malpractice and for the malpractice of persons acting under his or her actual supervision and control. As an LLP we are required by our code of professional conduct to carry at least \$10,000,000 of malpractice

Ms. Wendy Loveland  
August 15, 2024  
Page 4

insurance; currently, we carry coverage with limits substantially in excess of that amount. Please call me if you have any questions about our status as a limited liability partnership.

Conclusion and Request for Signed Copy

If the foregoing terms of this engagement are acceptable to you, please so indicate by returning a copy of this letter dated and signed by an appropriate officer, retaining the original for your files. If we do not hear from you within thirty (30) days, we will assume that these terms are acceptable to you, but we would prefer to receive a signed copy of this letter from you.

We are looking forward to working with you and the City in this regard.

Very truly yours,

QUARLES & BRADY LLP

Jacob Lichter / TAB

Jacob P. Lichter

RAS:JPL:TAB  
#290038.00031

cc: Ramona Flanigan (via email)  
Maddie Deegan (via email)  
Thomas Pennekamp (via email)  
Howard Moser (via email)  
William Morgan, Esq. (via email)  
Bill Betzig (via email)  
Lynn McIntyre (via email)  
Rebecca A. Speckhard (via email)  
Tracy A. Berrones (via email)

Accepted and Approved:

CITY OF EDGERTON

By: \_\_\_\_\_

Its: \_\_\_\_\_

Title

Date: \_\_\_\_\_

State of Wisconsin  
Department of Natural Resources  
Bureau of Community Financial Assistance  
101 South Webster Street  
PO Box 7921  
Madison, Wisconsin 53707-7921

Financial Assistance Agreement  
Safe Drinking Water Loan Program  
Form 8700-214 rev 06/24

STATE OF WISCONSIN SAFE DRINKING WATER LOAN PROGRAM  
LEAD SERVICE LINE REPLACEMENT  
FINANCIAL ASSISTANCE AGREEMENT WITH PRINCIPAL FORGIVENESS

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STATE OF WISCONSIN  
DEPARTMENT OF NATURAL RESOURCES  
DEPARTMENT OF ADMINISTRATION

and

CITY OF EDGERTON

---

\$1,535,753 With up to \$262,313 PRINCIPAL FORGIVENESS

FINANCIAL ASSISTANCE AGREEMENT

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Dated as of September 25, 2024

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This constitutes a **Financial Assistance Agreement** under the State of Wisconsin's Safe Drinking Water Loan Program. This agreement is awarded pursuant to ss. 281.59 and 281.61, Wis. Stats. The purpose of this agreement is to award financial assistance from the Safe Drinking Water Loan Program. This agreement also discloses the terms and conditions of this award.

This agreement is only effective when signed by authorized officers of the municipality, the State of Wisconsin Department of Natural Resources, and the State of Wisconsin Department of Administration.

The Department of Natural Resources and the Department of Administration may rescind or terminate this agreement if the municipality fails to comply with the terms and conditions contained within. Any determination or certification made in this agreement by the Department of Natural Resources or the Department of Administration is made solely for the purpose of providing financial assistance under the Safe Drinking Water Loan Program.

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Municipal Identification No. 53221  
Safe Drinking Water Loan Program Project No. 4800-08

RESOLUTION NO. 21-24

RESOLUTION AUTHORIZING THE ISSUANCE AND  
SALE OF UP TO \$330,882 GENERAL OBLIGATION WATER  
SYSTEM PROMISSORY NOTES, SERIES 2024A,  
AND PROVIDING FOR OTHER DETAILS AND COVENANTS  
WITH RESPECT THERETO

WHEREAS, the City of Edgerton, Rock and Dane Counties, Wisconsin (the "Municipality") owns and operates a water system (the "System") which is operated for a public purpose as a public utility by the Municipality; and

WHEREAS, certain improvements to the System are necessary to meet the needs of the Municipality and the residents thereof, consisting of the construction of a project (the "Project") assigned Safe Drinking Water Loan Program Project No. 4800-03 by the Department of Natural Resources, and as described in the Department of Natural Resources approval letter for the plans and specifications of the Project, or portions thereof, issued under Section 281.41 of the Wisconsin Statutes, assigned No. W-2023-0485 and dated June 12, 2023 by the DNR; and

WHEREAS, under the provisions of Section 67.12(12), Wisconsin Statutes, any municipality (as defined in Section 67.01(5), Wisconsin Statutes) may, by action of its governing body, issue promissory notes as evidence of indebtedness for any public purpose (as defined in Section 67.04(1)(b), Wisconsin Statutes) which promissory notes are general obligations of the municipality; and

WHEREAS, the Municipality deems it to be necessary, desirable and in its best interest to authorize and sell general obligation promissory notes of the Municipality, pursuant to the provisions of Section 67.12(12), Wisconsin Statutes, to pay the cost of the Project; and

WHEREAS, such notes are to be issued for purposes of Sections 281.58, 281.59, 281.60 or 281.61, Wisconsin Statutes; and

WHEREAS, the only outstanding general obligations of the Municipality are its General Obligation Refunding Bonds, dated December 27, 2012 and its General Obligation Promissory Note, dated April 12, 2022, currently outstanding in an aggregate principal amount not exceeding \$2,337,000 and the Municipality intends to issue \$1,273,440 Taxable General Obligation Water System Promissory Notes, Series 2024B concurrently with the notes being issued pursuant to this resolution.

NOW, THEREFORE, be it resolved by the Governing Body of the Municipality that:

Section 1. Definitions. The following terms shall have the following meanings in this Resolution unless the text expressly or by implication requires otherwise:

- (a) "Act" means Chapter 67, Wisconsin Statutes;

(b) "Bond Registrar" means the Municipal Treasurer which shall act as Paying Agent for the Notes;

(c) "Debt Service Fund" means the Debt Service Fund of the Municipality, which shall be the "debt service fund" as such term is defined in the Act;

(d) "Financial Assistance Agreement" means the Financial Assistance Agreement by and between the State of Wisconsin by the Department of Natural Resources and the Department of Administration and the Municipality pursuant to which the Notes are to be issued and sold to the State, substantially in the form attached hereto and incorporated herein by this reference;

(e) "Fiscal Year" means the twelve-month period ending on each December 31;

(f) "Governing Body" means the Common Council, or such other body as may hereafter be the chief legislative body of the Municipality;

(g) "Municipal Treasurer" means the Treasurer of the Municipality who shall act as Bond Registrar and Paying Agent;

(h) "Municipality" means the City of Edgerton, Rock and Dane Counties, Wisconsin;

(i) "Notes" means the \$330,882 General Obligation Water System Promissory Notes, Series 2024A, of the Municipality dated their date of issuance, authorized to be issued by this Resolution;

(j) "Note Year" means the twelve-month period ending on each May 1;

(k) "Project" means the Project described in the preamble to this Resolution. All elements of the Project are to be owned and operated by the Municipality as part of the System as described in the preamble hereto; and

(l) "Record Date" means the close of business on the fifteenth day of the calendar month next preceding any principal or interest payment date.

Section 2. Authorization of the Notes and the Financial Assistance Agreement. For the purpose of paying the cost of the Project (including legal, fiscal, engineering and other expenses), there shall be borrowed on the full faith and credit of the Municipality up to the sum of \$330,882; and fully registered general obligation promissory notes of the Municipality are authorized to be issued in evidence thereof and sold to the State of Wisconsin Safe Drinking Water Loan Program in accordance with the terms and conditions of the Financial Assistance Agreement, which is incorporated herein by this reference and the Mayor and City Clerk of the Municipality are hereby authorized, by and on behalf of the Municipality, to execute the Financial Assistance Agreement.

Section 3. Terms of the Notes. The Notes shall be designated "General Obligation Water System Promissory Notes, Series 2024A" (the "Notes"); shall be dated their date of issuance; shall be numbered one and upward; shall bear interest at the rate of 2.365% per annum; shall be issued in denominations of \$0.01 or any integral multiple thereof; and shall mature on the dates and in the amounts as set forth in Exhibit B of the Financial Assistance Agreement and in the Note form attached hereto as Exhibit A as it is from time to time adjusted by the State of Wisconsin based upon the actual draws made by the Municipality. Interest on the Notes shall be payable commencing on May 1, 2025 and semiannually thereafter on May 1 and November 1 of each year. The Notes shall not be subject to redemption prior to maturity except as provided in the Financial Assistance Agreement.

Section 4. Form, Execution, Registration and Payment of the Notes. The Notes shall be issued as registered obligations in substantially the form attached hereto as Exhibit A and incorporated herein by this reference.

The Notes shall be executed in the name of the Municipality by the manual signatures of the Mayor and City Clerk, and shall be sealed with its official or corporate seal, if any.

The principal of, premium, if any, and interest on the Notes shall be paid by the Municipal Treasurer, who is hereby appointed as the Municipality's Bond Registrar.

Both the principal of and interest on the Notes shall be payable in lawful money of the United States of America by the Bond Registrar. Payment of principal of the final maturity on the Note will be payable upon presentation and surrender of the Note to the Bond Registrar. Payment of principal on the Note and each installment of interest shall be made to the registered owner of each Note who shall appear on the registration books of the Municipality, maintained by the Bond Registrar, on the Record Date and shall be paid by electronic transfer or by check or draft of the Municipality (as directed by the registered owner) and if by check or draft, mailed to such registered owner at his or its address as it appears on such registration books or at such other address may be furnished in writing by such registered owner to the Bond Registrar.

Section 5. Application of Note Proceeds; Borrowed Money Fund. The sale proceeds of the Notes (exclusive of accrued interest and any premium received, which shall be deposited in the Debt Service Fund) shall, forthwith upon receipt, be placed in and kept by the Treasurer as a separate fund to be known as the "General Obligation Water System Promissory Notes, Series 2024A, Borrowed Money Fund" (hereinafter referred to as the "Borrowed Money Fund"). Monies in the Borrowed Money Fund shall be used solely for the purposes for which borrowed or for transfer to the Debt Service Fund as provided by law. Moneys in the Borrowed Money Fund shall be disbursed within three (3) business days of their receipt from the State of Wisconsin and shall not be invested in any interest-bearing account.

Section 6. Tax Levy. (a) For the express purpose of paying interest on the Notes as it falls due and also to pay and discharge the principal thereof at maturity, the full faith, credit and taxing powers of the Municipality are hereby pledged and there is hereby levied upon all of the taxable property in the Municipality, in addition to all other taxes, a direct, annual irrevocable tax in an amount and at the times sufficient for that purpose. This tax shall be for the years 2024

through 2043, inclusive, and shall be in such amounts as are necessary to provide for payment of the principal of and interest on the Notes in 2025 through 2044, inclusive, when due.

Assuming the entire principal amount of the Notes is drawn as of the closing date, this tax will be in the following amounts:

<u>Levy Year</u>	<u>Amount</u>
2025	\$21,582.69
2026	20,796.47
2027	20,792.71
2028	20,788.87
2029	20,784.93
2030	20,780.90
2031	20,776.77
2032	20,772.54
2033	20,768.21
2034	20,763.79
2035	20,759.26
2036	20,754.62
2037	20,749.88
2038	20,745.01
2039	20,740.03
2040	20,734.94
2041	20,729.73
2042	20,724.38
2043	20,718.92
2044	20,713.33

The actual tax carried onto the tax rolls each year shall equal the amount necessary to repay the actual principal amount drawn under the Notes, and any interest thereon, when due.

(b) The Municipality shall be and continue without power to repeal such levy or obstruct the collection of said tax until all such payments have been made or provided for. After the issuance of the Notes, said tax shall be, from year to year, carried into the tax rolls of the Municipality and collected as other taxes are collected, provided that the amount of tax carried into said tax rolls may be reduced in any year by the amount of any surplus money in the Debt Service Fund created in Section 7 hereof.

(c) If at any time there shall be on hand insufficient funds from the aforesaid tax levy to meet principal and/or interest payments on said Notes when due, the requisite amounts shall be paid from other funds of the Municipality then available, which sums shall be replaced upon the collection of the taxes herein levied.



Section 7. Debt Service Fund. The proceeds of the taxes levied pursuant to Section 6 above, when collected by the Municipal Treasurer, and such further deposits as may be required by Section 67.11, Wisconsin Statutes, shall be placed and kept by the Municipal Treasurer as a separate fund irrevocably pledged for paying the principal of and interest on the Notes so long as any such Notes shall remain outstanding, to be known as the "General Obligation Water System Promissory Notes, Series 2024A Debt Service Fund" (hereinafter referred to as "Debt Service Fund"). The accrued interest and any premium received at the time of delivery of the Notes shall be paid into the Debt Service Fund. Interest on or principal of the Notes falling due at any time when there shall be on hand in the Debt Service Fund insufficient funds for the payment of such principal and interest shall be paid promptly when due from other funds of the Municipality.

Section 8. Deposits and Investments. The Debt Service Fund shall be kept apart from monies in the other funds and accounts of the Municipality and the same shall be used for no purpose other than the prompt payment of principal of and interest on the Notes as the same becomes due and payable. All monies therein shall be deposited in special and segregated accounts in a public depository selected under Chapter 34 of the Wisconsin Statutes and may be temporarily invested until needed in legal investments subject to the provisions of Section 66.0603(1m) and 67.10(3), Wisconsin Statutes. All income derived from such investments shall be regarded as revenues of the Municipality. No such investment shall be in such a manner as would cause the Notes to be "arbitrage bonds" within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended, or the Regulations of the Commissioner of Internal Revenue thereunder.

An officer of the Municipality charged with responsibility for issuing the Notes shall, on the basis of the facts, estimates and circumstances in existence on the date of closing, make such certifications as are necessary to permit the conclusion that the Notes are not "arbitrage bonds" under Section 148 of the Internal Revenue Code of 1986, as amended, or the Regulations of the Commissioner of Internal Revenue thereunder.

Section 9. Operation of Project; Municipality Covenants. It is covenanted and agreed by the Municipality with the owner or owners of the Notes, and each of them, that the Municipality will perform all of the obligations of the Municipality as set forth in the Financial Assistance Agreement.

Section 10. Sale of Notes. The sale of the Notes to the State of Wisconsin Safe Drinking Water Loan Program for the purchase price of up to \$330,882 and at par, is ratified and confirmed; and the officers of the Municipality are authorized and directed to do any and all acts, including executing the Financial Assistance Agreement and the Notes as hereinabove provided, necessary to conclude delivery of the Notes to said purchaser, as soon after adoption of this Resolution as is convenient. The purchase price for the Notes shall be paid upon requisition therefor as provided in the Financial Assistance Agreement, and the officers of the Municipality are authorized to prepare and submit to the State requisitions and disbursement requests in anticipation of the execution of the Financial Assistance Agreement and the issuance of the Notes.

Section 11. Amendment to Resolution. After the issuance of any of the Notes, no change or alteration of any kind in the provisions of this Resolution may be made until all of the Notes have been paid in full as to both principal and interest, or discharged as herein provided, except: (a) the Municipality may, from time to time, amend this Resolution without the consent of any of the owners of the Notes, but only to cure any ambiguity, administrative conflict, formal defect, or omission or procedural inconsistency of this Resolution; and (b) this Resolution may be amended, in any respect, with a written consent of the owners of not less than two-thirds (2/3) of the principal amount of the Notes then outstanding, exclusive of Notes held by the Municipality; provided, however, that no amendment shall permit any change in the pledge of tax revenues of the Municipality or the maturity of any Note issued hereunder, or a reduction in the rate of interest on any Note, or in the amount of the principal obligation thereof, or in the amount of the redemption premium payable in the case of redemption thereof, or change the terms upon which the Notes may be redeemed or make any other modification in the terms of the payment of such principal or interest without the written consent of the owner of each such Note to which the change is applicable.

Section 12. Rebate Fund. Unless the Notes are exempt from the rebate requirements of the Internal Revenue Code of 1986, as amended (the "Code"), the Municipality shall establish and maintain, so long as the Notes are outstanding, a separate account to be known as the "Rebate Fund." The sole purpose of the Rebate Fund is to provide for the payment of any rebate liability with respect to the Notes under the relevant provisions of the Code and the Treasury Regulations promulgated thereunder (the "Regulations"). The Rebate Fund shall be maintained by the Municipality until all required rebate payments with respect to the Notes have been made in accordance with the relevant provisions of the Code and the Regulations.

The Municipality hereby covenants and agrees that it shall pay to the United States from the Rebate Fund, at the times and in the amounts and manner required by the Code and the Regulations, the portion of the "rebate amount" (as defined in Section 1.148-3(b) of the Regulations) that is due as of each "computation date" (within the meaning of Section 1.148-3(e) of the Regulations). As of the date of this Resolution, the provisions of the Regulations specifying the required amounts of rebate installment payments and the time and manner of such payments are contained in Sections 1.148-3(f) and (g) of the Regulations, respectively. Amounts held in the Rebate Fund and the investment income therefrom are not pledged as security for the Notes and may only be used for the payment of any rebate liability with respect to the Notes.

The Municipality may engage the services of accountants, attorneys or other consultants necessary to assist it in determining the rebate payments, if any, owed to the United States with respect to the Notes. The Municipality shall maintain or cause to be maintained records of determinations of rebate liability with respect to the Notes for each computation date until six (6) years after the retirement of the last of the Notes. The Municipality shall make such records available to the State of Wisconsin upon reasonable request therefor.

Section 13. Resolution a Contract. The provisions of this Resolution shall constitute a contract between the Municipality and the owner or owners of the Notes, and after issuance of any of the Notes no change or alteration of any kind in the provisions of this Resolution may be made, except as provided in Section 11, until all of the Notes have been paid in full as to both

principal and interest. The owner or owners of any of the Notes shall have the right in addition to all other rights, by mandamus or other suit or action in any court of competent jurisdiction, to enforce such owner's or owners' rights against the Municipality, the Governing Body thereof, and any and all officers and agents thereof including, but without limitation, the right to require the Municipality, its Governing Body and any other authorized body, to take any and all actions necessary to carry out all of the provisions and agreements contained in this Resolution.

Section 14. Requirements of Municipality. The officers of the Municipality, staff of the Municipality, attorneys for the Municipality, financial consultants of the Municipality, or other agents or employees of the Municipality are hereby authorized to do all acts and things required of them by this Resolution for the full, punctual and complete performance of all of the provisions of this Resolution.

Section 15. Illegal or Invalid Provisions. In case any one or more of the provisions of this Resolution or any of the Notes shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provision of this Resolution or of the Notes.

Section 16. Continuing Disclosure. The officers of the Municipality are hereby authorized and directed, if requested by the State of Wisconsin, to provide to the State of Wisconsin Safe Drinking Water Loan Program and to such other persons or entities as directed by the State of Wisconsin such ongoing disclosure regarding the Municipality's financial condition and other matters, at such times and in such manner as the Safe Drinking Water Loan Program may require, in order that securities issued by the Municipality and the State of Wisconsin satisfy rules and regulations promulgated by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended and as it may be amended from time to time, imposed on brokers and dealers of municipal securities before the brokers and dealers may buy, sell, or recommend the purchase of such securities.

Section 17. Conflicting Resolutions. All ordinances, resolutions, or orders, or parts thereof heretofore enacted, adopted or entered, in conflict with the provisions of this Resolution, are hereby repealed and this Resolution shall be in effect from and after its passage.

Passed: September 3, 2024  
Approved: September 3, 2024

Motion by:  
Seconded by:  
Roll Call Yeas: Noes:  
Dated: September 3, 2024

---

Christopher W. Lund  
Mayor

Attest:

---

Wendy Loveland  
City Clerk

EXHIBIT A

(Form of Municipal Obligation)

REGISTERED  
NO. \_\_\_\_\_

UNITED STATES OF AMERICA  
STATE OF WISCONSIN  
ROCK AND DANE COUNTIES  
CITY OF EDGERTON

REGISTERED  
\$ \_\_\_\_\_

GENERAL OBLIGATION WATER SYSTEM PROMISSORY NOTE, SERIES 2024A

Final  
Maturity Date

May 1, 2044

Date of  
Original Issue

\_\_\_\_\_, 20\_\_

REGISTERED OWNER: STATE OF WISCONSIN SAFE DRINKING WATER LOAN PROGRAM

FOR VALUE RECEIVED the City of Edgerton, Rock and Dane Counties, Wisconsin (the "Municipality") hereby acknowledges itself to owe and promises to pay to the registered owner shown above, or registered assigns, the principal sum of an amount not to exceed \_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_) (but only so much as shall have been drawn hereunder, as provided below) on May 1 of each year commencing May 1, 2025 until the final maturity date written above, together with interest thereon (but only on amounts as shall have been drawn hereunder, as provided below) from the dates the amounts are drawn hereunder or the most recent payment date to which interest has been paid, at the rate of 2.365% per annum, calculated on the basis of a 360-day year made up of twelve 30-day months, such interest being payable on the first days of May and November of each year, with the first interest being payable on May 1, 2025.

The principal amount evidenced by this Note may be drawn upon by the Municipality in accordance with the Financial Assistance Agreement entered by and between the Municipality and the State of Wisconsin by the Department of Natural Resources and the Department of Administration including capitalized interest transferred (if any). The principal amounts so drawn shall be repaid in installments on May 1 of each year commencing on May 1, 2025 in an amount equal to an amount which when amortized over the remaining term of this Note plus current payments of interest (but only on amounts drawn hereunder) at Two and 365/1000ths percent (2.365%) per annum shall result in equal annual payments of the total of principal and the semiannual payments of interest. The State of Wisconsin Department of Administration shall record such draws and corresponding principal repayment schedule on a cumulative basis in the format shown on the attached Schedule A.

Both principal and interest hereon are hereby made payable to the registered owner in lawful money of the United States of America. On the final maturity date, principal of this Note shall be payable only upon presentation and surrender of this Note at the office of the Municipal Treasurer. Principal hereof and interest hereon shall be payable by electronic transfer or by check or draft dated on or before the applicable payment date (as directed by the registered owner) and if by check or draft, mailed from the office of the Municipal Treasurer to the person in whose name this Note is registered at the close of business on the fifteenth day of the calendar month next preceding such interest payment date.

This Note shall not be redeemable prior to its maturity, except with the consent of the registered owner.

This Note is transferable only upon the books of the Municipality kept for that purpose at the office of the Municipal Treasurer, by the registered owner in person or its duly authorized attorney, upon surrender of this Note, together with a written instrument of transfer (which may be endorsed hereon) satisfactory to the Municipal Treasurer, duly executed by the registered owner or its duly authorized attorney. Thereupon a replacement Note shall be issued to the transferee in exchange therefor. The Municipality may deem and treat the person in whose name this Note is registered as the absolute owner hereof for the purpose of receiving payment of or on account of the principal or interest hereof and for all other purposes. This Note is issuable solely as a negotiable, fully-registered note, without coupons, and in denominations of \$0.01 or any integral multiple thereof.

This Note is issued for the purpose of providing for the payment of the cost of constructing improvements to the Water System of the Municipality, pursuant to Article XI, Section 3, of the Wisconsin Constitution, Section 67.12(12), Wisconsin Statutes, and a resolution adopted September 3, 2024, and entitled: "Resolution Authorizing the Issuance and Sale of Up to \$330,882 General Obligation Water System Promissory Notes, Series 2024A, and Providing for Other Details and Covenants With Respect Thereto". The principal of and interest on this Note are payable in lawful money of the United States of America as aforesaid, and for the prompt payment of the principal and interest on this Note, and for the levy of taxes sufficient for that purpose, the full faith, credit and resources of the Municipality are hereby irrevocably pledged.

It is hereby certified, recited and declared that all acts, conditions and things required to exist, happen, and be performed precedent to and in the issuance of this Note have existed, have happened and have been performed in due time, form and manner as required by law; that the indebtedness of the Municipality, including this Note and the issue of which it is a part, does not exceed any limitation, general or special, imposed by law; and that a valid, direct, annual irrevocable tax has been levied by the Municipality sufficient to pay the interest on this Note when it falls due and also to pay and discharge the principal hereof at maturity.

IN WITNESS WHEREOF, the Municipality has caused this Note to be signed by the signatures of its Mayor and City Clerk, and its corporate seal to be impressed hereon, all as of the date of original issue specified above.

CITY OF EDGERTON, WISCONSIN

(SEAL)

By: \_\_\_\_\_  
Christopher W. Lund  
Mayor

By: \_\_\_\_\_  
Wendy Loveland  
City Clerk

COPY

(Form of Assignment)

FOR VALUE RECEIVED the undersigned hereby sells, assigns and transfers unto

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(Please print or typewrite name and address, including zip code, of Assignee)

Please insert Social Security or other identifying number of Assignee

\_\_\_\_\_

the within Note and all rights thereunder, hereby irrevocably constituting and appointing

\_\_\_\_\_

Attorney to transfer said Note on the books kept for the registration thereof with full power of substitution in the premises.

Dated: \_\_\_\_\_

\_\_\_\_\_  
NOTICE: The signature of this assignment must correspond with the name as it appears upon the face of the within Note in every particular, without alteration or enlargement or any change whatever.

Signature(s) guaranteed by

\_\_\_\_\_

SCHEDULE A

\$330,882

CITY OF EDGERTON, WISCONSIN  
GENERAL OBLIGATION WATER SYSTEM PROMISSORY NOTES, SERIES 2024A

<u>Amount of Disbursement</u>	<u>Date of Disbursement</u>	<u>Series of Notes</u>	<u>Principal Repaid</u>	<u>Principal Balance</u>
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____





SCHEDULE A (continued)

PRINCIPAL REPAYMENT SCHEDULE

<u>Date</u>	<u>Amount</u>
May 1, 2025	\$13,130.05
May 1, 2026	13,440.57
May 1, 2027	13,758.44
May 1, 2028	14,083.83
May 1, 2029	14,416.91
May 1, 2030	14,757.87
May 1, 2031	15,106.89
May 1, 2032	15,464.17
May 1, 2033	15,829.90
May 1, 2034	16,204.28
May 1, 2035	16,587.51
May 1, 2036	16,979.80
May 1, 2037	17,381.38
May 1, 2038	17,792.45
May 1, 2039	18,213.24
May 1, 2040	18,643.98
May 1, 2041	19,084.91
May 1, 2042	19,536.26
May 1, 2043	19,998.30
May 1, 2044	20,471.26



411 East Wisconsin Avenue  
Suite 2400  
Milwaukee, Wisconsin 53202-4428  
414.277.5000  
Fax 414.271.3552  
www.quarles.com

Attorneys at Law in  
Chicago  
Denver  
Indianapolis  
Madison  
Milwaukee  
Minneapolis  
Naples  
Phoenix  
St. Louis  
San Diego  
Tampa  
Tucson  
Washington, D.C.

August 15, 2024

VIA EMAIL

Ms. Wendy Loveland  
City Clerk  
City of Edgerton  
12 Albion Street  
Edgerton, WI 53534

Scope of Engagement Re: Proposed Issuance of \$330,882 City of Edgerton (the "City")  
General Obligation Water System Promissory Notes, Series 2024A  
(Safe Drinking Water Loan)

Dear Ms. Loveland:

We are pleased to be working with you again as the City's bond counsel.

The purpose of this letter is to set forth the role we propose to serve and responsibilities we propose to assume as bond counsel in connection with the issuance of the above-referenced Notes (the "Securities") by the City.

Role of Bond Counsel

Bond counsel is engaged as a recognized independent expert whose primary responsibility is to render an objective legal opinion with respect to the authorization and issuance of municipal obligations. As bond counsel we will: examine applicable law; prepare authorizing and closing documents; consult with the parties to the transaction, including the City's financial advisor (if any), prior to the issuance of the Securities; review certified proceedings; and undertake such additional duties as we deem necessary to render the opinion. As bond counsel, we do not advocate the interests of the City or any other party to the transaction. We assume that the parties to the transaction will retain such counsel as they deem necessary and appropriate to represent their interests in this transaction.

Subject to the completion of proceedings to our satisfaction, we will render our opinion that:

- 1) the Securities are valid and binding general obligations of the City;

QB91634013.1

- 2) all taxable property in the territory of the City is subject to ad valorem taxation without limitation as to rate or amount to pay the Securities; and
- 3) the interest paid on the Securities will be excludable from gross income for federal income tax purposes (subject to certain limitations which may be expressed in the opinion).

The opinion will be executed and delivered by us in written form on the date the Securities are exchanged for their purchase price (the "Closing") and will be based on facts and law existing as of its date. Upon delivery of the opinion, our responsibilities as bond counsel will be concluded with respect to this financing; specifically, but without implied limitation, we do not undertake (unless separately engaged) to provide any post-closing compliance services including any assistance with the City's continuing disclosure commitment, ongoing advice to the City or any other party concerning any actions necessary to assure that interest paid on the Securities will continue to be excluded from gross income for federal income tax purposes, or participating in an Internal Revenue Service, Securities Exchange Commission or other regulatory body survey or investigation regarding or audit of the Securities.

In rendering the opinion, we will rely upon the certified proceedings and other certifications of public officials and other persons furnished to us without undertaking to verify the same by independent investigation.

The services we will provide under this engagement are strictly limited to legal services. We are neither qualified nor engaged to provide financial advice and we will make no representation about the desirability of the proposed plan of finance, the feasibility of the projects financed or refinanced by the Securities, or any related matters.

#### Diversity of Practice; Consent to Unrelated Engagements

Because of the diversity of practice of our firm, the firm may be asked to represent other clients in matters adverse to the City, for example, in zoning, licensing, land division, real estate, property tax or other matters which are unrelated to our bond counsel work. Ethical requirements require that we obtain the City's consent to such representations. We do not represent you in legal matters regularly, although we may be called upon for special representation occasionally, and our bond counsel work does not usually provide us information that will be disadvantageous to you in other representations. We do not believe that such representations of others would adversely affect our relationship with you, and we have found that local governments generally are agreeable to the type of unrelated representation described above. Your approval of this letter will serve to confirm that the City consents and agrees to our representation of other present or future clients in matters adverse to the City which are not substantially related to the borrowing and finance area or any other area in which we have agreed to serve it. We agree, however, that your prospective consent to conflicting representation contained in this paragraph shall not apply in any instance where, as a result of our representation of the City, we have obtained proprietary or other confidential information, that, if known to the other client, could be used by that client to your material disadvantage. We will not disclose to the other client(s) any confidential information received during the course of our

Ms. Wendy Loveland  
August 15, 2024  
Page 3

representation of the City. If you have any questions or would like to discuss this consent further, please call us.

We also want to advise you that from time to time we represent the purchaser of the Bonds, the State of Wisconsin, and various departments and agencies of the State (collectively, the "State") or other bond market participants such as the City's financial advisor, if any. In past and current transactions that are not related to the issuance of the Bonds and our role as bond counsel to the City, we may have served or be serving as bond counsel or other counsel to the State or the City's financial advisor. We may also be asked to represent the State or the City's financial advisor in future transactions that are not related to the issuance of the Bonds or our role as bond counsel to the City. We would like to have an understanding with you that the City consents to our firm undertaking representations of this type.

As bond counsel, we will not assume or undertake responsibility for the preparation of an Official Statement or other disclosure document with respect to the Bonds, nor are we responsible for performing an independent investigation to determine the accuracy, completeness or sufficiency of any such document. However, if a disclosure document is prepared and adopted or approved by the City, we will either prepare or review any description therein of: i) Wisconsin and federal law pertinent to the validity of the Bonds and the tax treatment of interest paid thereon and (ii) our opinion.

#### Fees

Based upon: (i) our current understanding of the terms, structure, size and schedule of the financing, (ii) the duties we will undertake pursuant to this letter, (iii) the time we anticipate devoting to the financing, and (iv) the responsibilities we assume, we estimate that our fee as bond counsel would be approximately \$9,500 including all expenses. Such fee and expenses may vary: (i) if the principal amount of Securities actually issued differs significantly from the amount stated above, (ii) if material changes in the structure of the financing occur, or (iii) if unusual or unforeseen circumstances arise which require a significant increase in our time, expenses or responsibility. If at any time we believe that circumstances require an adjustment of our original fee estimate, we will consult with you. It is our understanding that the City is responsible for our fee.

If, for any reason, the financing is not consummated or is completed without the rendition of our opinion as bond counsel, we will expect to be compensated at our normal hourly rates for time actually spent, plus out-of-pocket expenses. Our fee is usually paid either at the Closing out of proceeds of the Securities or pursuant to a statement rendered shortly thereafter. We customarily do not submit any statement until the Closing unless there is a substantial delay in completing the financing.

#### Limited Liability Partnership

Our firm is a limited liability partnership ("LLP"). Because we are an LLP, no partner of the firm has personal liability for any debts or liabilities of the firm except as otherwise required by law, and except that each partner can be personally liable for his or her own malpractice and

Ms. Wendy Loveland  
August 15, 2024  
Page 4

for the malpractice of persons acting under his or her actual supervision and control. As an LLP we are required by our code of professional conduct to carry at least \$10,000,000 of malpractice insurance; currently, we carry coverage with limits substantially in excess of that amount. Please call me if you have any questions about our status as a limited liability partnership.

Conclusion and Request for Signed Copy

If the foregoing terms of this engagement are acceptable to you, please so indicate by returning a copy of this letter dated and signed by an appropriate officer, retaining the original for your files. If we do not hear from you within thirty (30) days, we will assume that these terms are acceptable to you, but we would prefer to receive a signed copy of this letter from you.

We are looking forward to working with you and the City in this regard.

Very truly yours,

QUARLES & BRADY LLP

Jacob Lichter/TAB

Jacob P. Lichter

RAS:JPL:TAB  
#290038.00030

cc: Ramona Flanigan (via email)  
Maddie Deegan (via email)  
Thomas Pennekamp (via email)  
Howard Moser (via email)  
William Morgan, Esq. (via email)  
Bill Betzig (via email)  
Lynn McIntyre (via email)  
Rebecca A. Speckhard (via email)  
Tracy A. Berrones (via email)

Accepted and Approved:

CITY OF EDGERTON

By: \_\_\_\_\_

Its: \_\_\_\_\_  
Title

Date: \_\_\_\_\_

State of Wisconsin  
Department of Natural Resources  
Bureau of Community Financial Assistance  
101 South Webster Street  
PO Box 7921  
Madison, Wisconsin 53707-7921

Financial Assistance Agreement  
Safe Drinking Water Loan Program  
Form 8700-214 rev 05/24

STATE OF WISCONSIN SAFE DRINKING WATER LOAN PROGRAM

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STATE OF WISCONSIN  
DEPARTMENT OF NATURAL RESOURCES  
DEPARTMENT OF ADMINISTRATION

and

CITY OF EDGERTON

\_\_\_\_\_  
\$330,882

FINANCIAL ASSISTANCE AGREEMENT

\_\_\_\_\_  
Dated as of September 25, 2024

This constitutes a **Financial Assistance Agreement** under the State of Wisconsin's Safe Drinking Water Loan Program. This agreement is awarded pursuant to ss. 281.59 and 281.61, Wis. Stats. The purpose of this agreement is to award financial assistance from the Safe Drinking Water Loan Program. This agreement also discloses the terms and conditions of this award.

This agreement is only effective when signed by authorized officers of the municipality, the State of Wisconsin Department of Natural Resources, and the State of Wisconsin Department of Administration.

The Department of Natural Resources and the Department of Administration may rescind or terminate this agreement if the municipality fails to comply with the terms and conditions contained within. Any determination or certification made in this agreement by the Department of Natural Resources or the Department of Administration is made solely for the purpose of providing financial assistance under the Safe Drinking Water Loan Program.

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Municipal Identification No. 53221  
Safe Drinking Water Loan Program Project No. 4800-03

**CITY OF EDGERTON  
RESOLUTION No. 22-24**

**FEES SCHEDULE RESOLUTION  
COMMON COUNCIL OF THE CITY OF EDGERTON**

**WHEREAS**, the City of Edgerton assesses various fees for services, and

**WHEREAS**, it is necessary that the Common Council establish a fee schedule to insure the fair assessment of fees; and

**WHEREAS**, it is necessary that the Common Council amends the established fee schedule as it related to reinspection fees, and

**NOW, THEREFORE BE IT RESOLVED** that the attached fee schedule is approved as amended.

Passed on this 3<sup>rd</sup> day of September 2024

Motion by:

Seconded by:

Roll Call      Yeas:      Noes:

Dated: September 3, 2024

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Christopher W Lund, Mayor

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Wendy Loveland, City Clerk